

[REDACTED]

vs.

Diana Dunbar, Assistant Property Manager
c/o: TN Development Corporation, et al
3111 Two Notch Road
Columbia, SC 29204

Respondents.

HUD NO.: 04-16-4275-8
SCHAC NO.: H-1-16-011

CONCILIATION AGREEMENT

WHEREAS, a verified complaint was filed on February 4, 2016, and amended on March 30, 2016 by the Complainant against the Respondent's alleging a violation of the South Carolina Fair Housing Law, as amended.

WHEREAS, the case synopsis based on the investigation of the Commission is as follows:

[REDACTED] v. Columbia Housing Development Corporation, (Registered Agent); TN Development Corporation, (Registered Agent); and Dunbar, Diana, (Assistant Property Manager)

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I. CASE SYNOPSIS

Complainant [REDACTED] identifies herself as a dark-skinned African American. The Complainant alleged that she unsuccessfully applied to rent two (2) single-family dwellings in Columbia (Richland County), SC. The Complainant belongs to a class of persons whom the Fair Housing Act protects from unlawful discrimination because of race and color. The first dwelling the Complainant alleged she attempted to rent is located at [REDACTED]. This subject property is owned by Respondent Columbia Housing Development Corporation (CHDC) and managed by Respondent Diana Dunbar, Assistant Property Manager through the TN Development Corporation (TNDC). The Complainant identified Respondent Dunbar as a light-skinned African American. The second rental property of interest to the Complainant is located at [REDACTED]. This said property is likewise owned and managed by the CHDC and the TNDC. Respondents CHDC and TNDC are both housing programs operated within the City of Columbia, SC.

The Complainant alleged that when she initiated the CHDC Lease-Purchase Option Program application process with the Respondents for the property located at 2521 Washington Street in early December of 2015, the staff of CHDC responded positively toward her during telephone communications; however, when she appeared in person at the Respondents offices, the staffs demeanor and attitude was notably negative towards her. The Complainant reported that she perceived that Respondent Dunbar and her light-skinned African American co-workers looked down upon her due to her skin color and subsequently applied a negative racial stereotype against her. The Complainant alleged that on or about January 14, 2016, her application for the lease-purchase program was denied due to her credit. She alleges that Respondent CHDC never responded to her January 15, 2016 appeal related to her application denial.

The Complainant alleged that after her lease-purchase application for the dwelling located at 2521 Washington Street was denied, Respondent CHDC representatives suggested a Lease-Purchase Option rental property located at [REDACTED] a property the Complainant believed to be less desirable. The Complainant alleged that during her tour of the [REDACTED] the Respondent CHDC staff ridiculed her credit report. The Complainant further alleged that she was required to provide six (6) months of bank statements and was subjected to an intrusive background search. The Complainant believed the Respondent's staff was attempting to discourage her from participation in the lease-purchase program. The Complainant alleged that the Respondents never contacted her again regarding the [REDACTED] subject property. The Complainant asserted she felt humiliated by the Respondents collective denials of housing and her discriminatory treatment was based upon her race and color.

The Respondents deny the allegations occurred as reported by the Complainant in this matter. Furthermore, the Respondents asserted that it has consistently applied its standards and policies for the Columbia Housing Development Corporation Lease-Purchase Option Program in a fair, objective, and consistent manner for all its applicants.

WHEREAS, the Complainant believes Respondents are discriminating against her based on race and color in violation of the Act.

WHEREAS, the Respondents deny that they discriminated against the Complainant based upon her race or color in violation of the Act.

[REDACTED] Columbia Housing Development Corporation, (Registered Agent); TN Development Corporation, (Registered Agent); and Dunbar, Diana, (Assistant Property Manager)

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WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable, and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party to this agreement has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SCHAC Case No.: H-1-16-011 and HUD Case No.: 04-16-4275-8 through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events, which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of Columbia Housing Development Corporation; TN Development Corporation; and Diana Dunbar, Assistant Property Manager.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict the SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within the SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at the South Carolina Human Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

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III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondents, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondents agree to comply with all Federal and State Housing Laws.
- B. Respondents agree to apply their standards and policies for the Columbia Housing Development Corporation Lease-Purchase Option Program in a fair, objective, and consistent manner for all its applicants.

IV. RELIEF FOR COMPLAINANT

- A. Respondents Columbia Housing Development Corporation; TN Development Corporation; and Diana Dunbar, Assistant Property Manager, hereby agrees that within six (6) months from the date this agreement is fully executed; the Complainant will be provided the opportunity to re-apply for any Columbia Housing Development Corporation owned single-family properties available through the Lease-Purchase Option Program. These terms and conditions of the Complainants ability to apply shall be contingent upon the Complainant's ability to provide documented proof of satisfying the Respondents minimal threshold requirement of an applicant credit score of 540 points, in addition to other requirements, standards, and rules as applied to all other like-kind applicants.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against the Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon the execution of the Agreement, Complainant, on behalf of his heirs, successors, predecessors, affiliates, co-owners, and all other persons claiming interest herein, hereby agrees to release and forever discharge Respondents and Respondents' employees, agents, successors, insurers, directors, officers, committee members, attorneys, and assigns from any and all claims, actions, causes of action, obligations, costs, demands and compensation whatsoever, whether known or unknown, which arise out of any of the matters set forth herein.
- B. Upon the execution of the conditions of the Agreement, the Respondents understand that any and all external agreement or contract entered into between the Complainant and Respondents, as noted under Subparagraph A of this agreement, does not in part or whole limit or restrict the SCHAC's statutory authority to investigative per Part II, Subparagraph F of this Agreement.

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VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this Agreement. The Commission shall determine whether the Respondents have complied with the terms of this Agreement. In the event that the Commission determines that the Respondents have not complied with the terms hereof, the Commission shall send written notice to the Respondents and the Respondents shall be given a reasonable time-period to remedy such non-compliance.
- B. Complainant and Respondents agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement, but not any other proceeding against the Respondents.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Fair Housing Director
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SCHAC and HUD case numbers, which is as follows:

SCHAC Case No.: H-1-16-011 and HUD Case No.: 04-16-4275-8

VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

Conciliation Agreement

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IX. EFFECTIVE DATE

This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[REDACTED]

6/16/16
(Date)

Gloria Saeed

Gloria Saeed, Exec. Dir. on behalf of Columbia Housing Development Corp. and
All Respondents

June 13, 2016
(Date)

[REDACTED]

06-16-16
(Date)

Approved on Behalf of the Commission

Raymond Buxton II
Raymond Buxton II, Commissioner

6-17-16
(Date)